

## **REMARKS**

### **Overview**

Claims 1, 2, 4, 5, 8, 10, 13-25, 45, 46 and 48-54 are pending in the present application. The present response is an earnest effort to place all claims in proper form for immediate allowance. Reconsideration and allowance are respectfully requested.

### **Claim Rejections Under 35 U.S.C. § 103**

Claims 1, 2, 4, 5, 10, 13-25, 45, 46, 49-52, 54 are rejected under 35 U.S.C. § 103(a) as being unpatentable over Alt et al. et al. (U.S. Patent No. 5,898,384) in view of Gordin et al. (U.S. Patent No. 4,712,167).

Regarding claims 1 and 45, the Examiner states that Alt et al. teaches the limitation of "an offsite central controller including a database of events." In support of this, the Examiner points to col. 11, lines 20-50 and col. 13, lines 25-60 of Alt et al. The Examiner misinterprets the teaching of the cited art. As best described at col. 10, lines 5-7, "control unit 16, in response to received programming and reference signals, causes each face of signboard 10 to independently operate in one of five lighting protocols." Therefore, the on/off operating conditions for the signboard 10 are defined not at the central computer but rather at the on-site computer. The central system does not include the database of events or conditions, but rather includes communication means to activate one or more of the events or conditions in the database of the on-site computer.

The lighting system described in Alt et al. is particularly suited to the type of control defined therein. Highway lighting systems do not require wide variability in lighting protocols. A highway lighting system may be operated throughout an entire year without modifying the

lighting protocol, except to redefine sunrise and sunset times. However, such a setup is not suitable for the type of lighting control described in the present application. Because sporting venues vary in schedules between games, sporting events, and seasons, a set number of lighting protocols within the on-site computer is unsuitable. A high degree of control and variability is necessary in order to accommodate the various lighting needs. In order to obtain this control in the Alt et al. reference, a worker would have to continually access the on-site controller, thereby eliminating the advantage of off-site control. Therefore, because the system described in Alt et al. does not meet this high degree of variability in lighting control without requiring constant access to the on-site computer, it is respectfully submitted that Alt et al. is non-analogous prior art and should not be considered as a reference.

Gordin et al. is concerned with a mobile elevated lighting device without a geographically remote off-site controller, and therefore does not cure the deficiencies of Alt et al.

Regarding claims 2, 16, 46 and 54, the Examiner states that the combination of Alt et al. and Gordin et al. teach the apparatus of claims 1 or 45 and Alt et al. teaches the limitation of "wherein the database comprises a schedule of events." As above described, Alt et al. does not teach all of the limitations which the Examiner attributes to it, and Gordin et al. does not cure this deficiency. Additionally, Alt et al. does not teach the limitation "wherein the database comprises a schedule of events." The database of events is defined as being included within the central control system in claims 1 or 45. In contrast, control unit 16 which the Examiner cites as comprising the database, is located on-site to the lighting apparatus. Therefore, all of the limitations of claims 2, 16, 46 and 54 have not been met by the cited references and these claims should be allowed for this reason, or for depending from an allowable base claim.

Regarding claims 4 and 5, these claims depend from an allowable base claim 1 and therefore should be allowed.

Regarding claims 8, 19, 48 and 53, the Examiner states that Gordin et al. teaches the limitation of the wide area lighting device comprising sports lighting or security lighting. As described in Applicant's previous amendments above, Alt et al. and Gordin et al. are non-analogous prior art and together fail to teach all of the limitations of claim 1. The present application describes a permanent lighting fixture which can be remotely operated from an off-site location. This arrangement has the benefit of reducing the need for operators to attend to each lighting fixture in order to provide proper lighting. The invention described in Gordin et al. requires an operator to move and position the lighting system for transportable, on-site customizable temporary lighting, and therefore differs from the need identified in the present application to have a remotely operated lighting system to reduce manpower. In Gordin et al. the operator is on-site to decide how to set up and temporarily operate the lights. Additionally, the combination of Alt et al. and Gordin et al. do not teach all of the limitations of independent claims 1 or 45 and therefore, claims 8, 19, 48 and 53 should alternatively be allowed as depending from an allowable base claim.

Regarding claims 10, 25, and 49, the Examiner states that Alt et al. teaches the communication link comprising a wide-area network. At col. 12, lines 38-47, the transmission means is defined as via satellites, local paging, two-way radio stations, or cellular telephone communication systems. The term wide-area network as used in claims 10, 25, and 49 has a definition known to those skilled in the art of information transmission. A wide-area network is a dedicated communication system which offers communication between local and off-site computers. Alt does not describe or teach the combination of limitations of Applicant's claims.

Therefore these claims are allowable. Additionally, because the combination of Alt et al. and Gordin et al. do not teach the limitations of claims 1 or 45, claims 10, 25, and 49 should alternatively be allowed as depending from an allowable base claim.

Regarding claims 13, 14, 17, 18, 20 and 50, these claims should be allowed as depending from an allowable base claim.

Regarding claim 15, the Examiner states that Alt et al. teaches wherein said data comprises instructions including one or more of the set comprising turn on, turn off. As described above, Alt et al. does not teach controlling the lights directly from the central control station. Alt et al. teaches providing an instruction to the on-site controller which in turn controls which times the lighting system is turned on or off. Therefore, Alt et al. does not meet this limitation of claim 15 as at no time does the central computer send an on or off signal to the lights. Alternatively, claim 15 should be allowed as depending from an allowable base claim.

Regarding claims 21, 22, 23, and 24, the Examiner states that Alt et al. teaches a component to revise the database. However, as described at col. 10 of Alt et al., the control unit has a fixed database comprising five lighting protocols. While this number may vary according to lines 41-43, Alt et al. does not describe varying the database of protocols from a remote location. Therefore, because Alt et al. does not teach all the limitations of claims 21, 22, 23 and 24, these claims should be allowed. Additionally, because these claims depend from an allowable base claim, they should be allowed.

Regarding claim 51, the Examiner states that Alt et al. teaches wherein said data relates to instructions regarding the operations of an electrical load. To support this, the Examiner points to col. 6, lines 30-41. However, the teaching of col. 6, lines 30-41 relates to answer-back capabilities of the Alt et al. system. Applicant's claim 51 describes sending data to an on-site

receiver which controls the electrical load to the lighting system. Additionally, because claim 51 depends from an allowable base claim, this claim should be allowed.

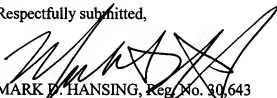
Regarding claim 52, this claim should be allowed as depending from an allowable base claim.

## **Conclusion**

No fees or extensions of time are believed to be due in connection with this amendment; however, consider this a request for any extension inadvertently omitted, and charge any additional fees to Deposit Account No. 26-0084.

Reconsideration and allowance is respectfully requested.

Respectfully submitted,



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